## Memorandum

Agenda Item No. 8(I)(1)(A)



DATE:

September 4, 2007

TO:

Honorable Chairman Bruno A. Barreiro

Frigasi

and Members, Board of County Commissioners

FROM:

George M. Bargess

County

SUBJECT:

Resolution Approving Agreements for Enforcement of Traffic Laws on Private Roads,

Gateway Estates Park Condominium Association and Lakes of Acadia Homeowners

Association

### **Recommendation**

It is recommended that the Board approve the attached resolution authorizing execution of an agreement between Miami-Dade County and two different associations for the purpose of enforcement of traffic laws on private roads. The associations are Gateway Estates Park Condominium Association, Inc. and Lakes of Acadia Homeowners Association, Inc. (hereinafter referred to as Gateway Estates and Lakes of Acadia respectively.)

#### Scope

The Agreements will permit the Miami-Dade Police Department (MDPD) to perform traffic enforcement on the private roads of the respective associations, Gateway Estates and Lakes of Acadia.

### **Fiscal Impact/Funding Source**

The County will receive its portion of any revenue collected from the fines, costs and penalties imposed from the traffic citations issued for violations of traffic laws on the private roads of each of these two associations, Gateway Estates and Lakes of Acadia.

#### **Track Record/Monitor**

The agreements will be monitored by the Miami-Dade Police Department.

#### **Background**

Gateway Estates and Lakes of Acadia are private, gated communities located in unincorporated Miami-Dade County, Florida. Pursuant to Florida law, the County does not have traffic control jurisdiction over private roads such as those owned by Gateway Estates or Lakes of Acadia. Florida Statute Section 316.006 (3)(b)(5) provides that local law enforcement agencies may enforce state laws on private roads that are controlled by a homeowner's association if the association elects to do so, and the governing body of the County approves a written agreement to provide such enforcement.

Gateways Estates and Lakes of Acadia have elected by majority vote to have state traffic laws enforced by the County on its private roads, and the Miami-Dade Police Department is willing to enforce state traffic laws upon the Associations' private roads. The attached agreement for each association complies with Florida law and is acceptable to both Associations and the Miami-Dade Police Department.

Alina T. Hudak

**Assistant County Manager** 



TO:

Honorable Chairman Bruno A. Barreiro

DATE:

September 4, 2007

and Members, Board of County Commissioners

FROM: R. A. Cuevas, Jr. County Attorney

Agenda Item No. 8(I)(1)(A)

	ease note any items checked.
	"4-Day Rule" ("3-Day Rule" for committees) applicable if raised
	6 weeks required between first reading and public hearing
	4 weeks notification to municipal officials required prior to public hearing
	Decreases revenues or increases expenditures without balancing budget
	Budget required
· · · · · · · · · · · · · · · · · · ·	Statement of fiscal impact required
	Bid waiver requiring County Manager's written recommendation
	Ordinance creating a new board requires detailed County Manager's report for public hearing
· · · · · · · · · · · · · · · · · · ·	Housekeeping item (no policy decision required)
	No committee review

Approved	N	<u>layor</u>	Agenda Item No.	8(I)(1)(A)
Veto			09-04-07	
Override			03-04-07	

RESOLUTION NO.	

RESOLUTION APPROVING THE **AGRÉEMENT** BETWEEN GATEWAY **ESTATES** CONDOMINIUM ASSOCIATION, INC. AND LAKES OF ACADIA HOMEOWNERS ASSOCIATION, INC. AND MIAMI-DADE COUNTY FOR ENFORCEMENT TRAFFIC LAWS ON PRIVATE ROADS: AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE THE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY: AUTHORIZING THE COUNTY MANAGER EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Agreement between the Gateway Estates Park Condominium Association, Inc. and Lakes Of Acadia Homeowners Association, Inc. and Miami-Dade County for the enforcement of traffic laws on private roads, authorizes the County Mayor or his designee to execute the same for and on behalf of Miami-Dade County in substantially the form attached hereto; and authorizes the County Manager to exercise any and all rights conferred therein.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Agenda Item No. 8(I)(1)(A) Page No. 2

## Bruno A. Barreiro, Chairman Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz

Audrey M. Edmonson

Carlos A. Gimenez

Sally A. Heyman

Joe A. Martinez

Dennis C. Moss

Dorrin D. Rolle

Natacha Seijas

Katy Sorenson

Rebeca Sosa

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of September, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:	
Deputy Clerk	

Approved by County Attorney as to form and legal sufficiency.

Thomas Goldstein

# AGREEMENT FOR ENFORCEMENT OF TRAFFIC LAWS ON PRIVATE ROADS

This Agreement for Enforcement of Traffic Laws on the private roads located in the gated community of GATEWAY ESTATES is entered into by and between Miami-Dade County (hereinafter referred to as the "County"), and GATEWAY ESTATES PARK CONDOMINIUM ASSOCIATION, INC., a corporation organized and existing under the laws of the State of Florida and having its principal office at 35250 SW 177 Court, Homestead, Florida 33034 (hereinafter referred to as the "Association").

## **WITNESSETH:**

**WHEREAS**, Association is the party who owns or controls certain private roads within the following subdivisions situate, lying and being in unincorporated Miami-Dade County, Florida, to wit:

Gateway Estates Park Condominium Association inc., according to the Plat thereof, as recorded in Plat Book 9197 at page 2 of the Public Records of Dade County, Florida (hereinafter referred to as the Private Roads); and

WHEREAS, pursuant to state statute, the County does not have traffic control jurisdiction over private roads such as those owned by the Association; and

**WHEREAS**, Section 316.006(3)(b)(5), *Florida Statutes 2006*, provides that local law enforcement agencies may enforce state traffic laws on private roads that are controlled by a homeowner's association if the association elects to do so and the governing body of the County approves a written agreement to provide such enforcement; and

WHEREAS, the Association has elected by majority vote to have state traffic laws enforced by the County upon its private roads; and

**WHEREAS**, the Miami-Dade Police Department is willing to enforce state traffic laws upon the Association's private roads; and

WHEREAS, the parties desire to set forth the terms and conditions required for such an agreement.

- **NOW, THEREFORE**, in consideration of the covenants and conditions herein, the County and the Association hereby agree as follows:
- (1) <u>Recitals</u>: The foregoing recitals are true and correct and are incorporated herein by reference and form a material part of this Agreement.
- (2) <u>Jurisdiction</u>: Pursuant to Section 316.006(3)(b)(5), *Florida Statutes*, 2006, the Association hereby grants to the County and the County hereby accepts from the Association, the right to enforce state traffic laws on the private roads controlled by the Association.

- (3) <u>Enforcement</u>: The Miami-Dade Police Department will conduct traffic enforcement on the private roads. The level of service shall be determined solely and exclusively at the discretion of the Miami-Dade Police Department.
- (4) Off-Regular Duty Service: This agreement does not address off-regular duty police service. If the Association desires off-regular duty police service, the Association must arrange the services directly with the Miami-Dade Police Department under separate agreement.
- (5) <u>Authority in Addition to Existing Authority</u>: The County's exercise of state traffic law enforcement pursuant to this Agreement shall be in addition to the authority the County may presently exercise over the private roads, and nothing herein shall be construed to limit, supersede or remove any such authority.
- (6) <u>County to Retain Revenues</u>: All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the private roads shall be retained by the County and the Association shall have no right or entitlement to any of those monies whatsoever.
- (7) <u>Liability Not Increased</u>: Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County than that which the County would ordinarily be subjected to when providing its normal police services.
- (8) Indemnification: To the fullest extent permitted by law, the Association shall indemnify, defend, and hold the County and the Miami-Dade Police Department, its officers, agents and employees harmless from any loss, cost, damage or expense, including attorney's fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the exercise of its traffic law enforcement activities pursuant to this Agreement including but not limited to personal injury or property damage. To ensure its ability to fulfill its obligation under this paragraph, Gateway Estates Park Condominium Association, Inc. shall maintain General Liability insurance in the minimum amount of one million dollars (\$1,000,000.00), and shall file with the County current certificates of the required insurance providing a 30-day advance written notice of cancellation. Such insurance shall (a) name the County as an additional insured as it relates to activities conducted pursuant to this Agreement and (b) be issued by companies authorized to do business under the laws of the State of Florida.
- (9) Road Maintenance: Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the private roads. The maintenance, repair and construction or reconstruction of all roads, drainage and signage within Gateway Estates shall at all times be solely and exclusively the responsibility of the Association.
- (10) <u>Term</u>: The term of this Agreement shall be one (1) year commencing on the date of execution by the last of the two parties signing hereto, and shall thereafter automatically continue for successive one year terms unless terminated by any party by providing thirty

(30) days written notice to the other party. All notices shall be in writing and sent by certified mail, return receipt requested, to the following:

AS TO THE COUNTY:

Miami-Dade County Commission

111 N.W. 1<sup>st</sup> Street Miami, Florida 33131

AS TO THE POLICE:

Director

Miami-Dade Police Department

9105 N.W. 25<sup>th</sup> Street Miami, Florida 33172

COPY TO:

Police Legal Bureau

Miami-Dade Police Department

9105 N.W. 25<sup>th</sup> Street Miami, Florida 33172

County Attorney 111 N.W. 1<sup>st</sup> Street Miami, Florida 33131

## AS TO GATEWAY ESTATES PARK CONDOMINIUM ASSOCIATION INC.:

35250 Sw 177 CT
Homestead, Fl
33034

COPY TO:

Joyceann Knight, president 35250 SW 177 CT #40 240Mestead, Fl 33034

(11) <u>Entire Agreement</u>: This Agreement constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner, with the approval of the County's governing body.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates indicated below.

MIAMI-DADE COUNTY	GATEWAY ESTATES PARK CONDOMINIUM ASSOC. INC.
By: Carlos Alvarez, Miami-Dade County Mayor or his designee	Title: Presiden4
Date:	Date: 5/24/2007
***********************	*******************
Approved as to Form and Legality:	Reviewed By:
Miami-Dade County Attorney's Office	Robert Parker, Director

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**©ACORD CORPORATION 1988** 

# AGREEMENT FOR ENFORCEMENT OF TRAFFIC LAWS ON PRIVATE ROADS

This Agreement for Enforcement of Traffic Laws on the private roads located in the gated community of LAKES OF ACADIA is entered into by and between Miami-Dade County (hereinafter referred to as the "County"), and LAKES OF ACADIA HOMEOWNERS ASSOCIATION, INC., a corporation organized and existing under the laws of the State of Florida and having its principal office at 19425 NW 56 Place, Miami, Florida 33055 (hereinafter referred to as the "Association").

### WITNESSETH:

WHEREAS, Association is the party who owns or controls certain private roads within the following subdivisions situate, lying and being in unincorporated Miami-Dade County, Florida, to wit:

Lakes of Acadia Homeowners Association, Inc., according to the Plat thereof, as recorded in Plat Books 102-105 of the Public Records of Dade County, Florida (hereinafter referred to as the Private Roads); and

WHEREAS, pursuant to state statute, the County does not have traffic control jurisdiction over private roads such as those owned by the Association; and

WHEREAS, Section 316.006(3)(b)(5), Florida Statutes 2006, provides that local law enforcement agencies may enforce state traffic laws on private roads that are controlled by a homeowner's association if the association elects to do so and the governing body of the County approves a written agreement to provide such enforcement; and

WHEREAS, the Association has elected by majority vote to have state traffic laws enforced by the County upon its private roads; and

**WHEREAS**, the Miami-Dade Police Department is willing to enforce state traffic laws upon the Association's private roads; and

WHEREAS, the parties desire to set forth the terms and conditions required for such an agreement.

- NOW, THEREFORE, in consideration of the covenants and conditions herein, the County and the Association hereby agree as follows:
- (1) <u>Recitals</u>: The foregoing recitals are true and correct and are incorporated herein by reference and form a material part of this Agreement.
- (2) <u>Jurisdiction</u>: Pursuant to Section 316.006(3)(b)(5), *Florida Statutes*, 2006, the Association hereby grants to the County and the County hereby accepts from the Association, the right to enforce state traffic laws on the private roads controlled by the Association.

- (3) Enforcement: The Miami-Dade Police Department will conduct traffic enforcement on the private roads. The level of service shall be determined solely and exclusively at the discretion of the Miami-Dade Police Department.
- (4) Off-Regular Duty Service: This agreement does not address off-regular duty police service. If the Association desires off-regular duty police service, the Association must arrange the services directly with the Miami-Dade Police Department under separate agreement.
- (5) <u>Authority in Addition to Existing Authority</u>: The County's exercise of state traffic law enforcement pursuant to this Agreement shall be in addition to the authority the County may presently exercise over the private roads, and nothing herein shall be construed to limit, supersede or remove any such authority.
- (6) <u>County to Retain Revenues</u>: All revenue from the fines, costs and penalties imposed by the traffic citations issued for violation of traffic laws on the private roads shall be retained by the County and the Association shall have no right or entitlement to any of those monies whatsoever.
- (7) <u>Liability Not Increased</u>: Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County than that which the County would ordinarily be subjected to when providing its normal police services.
- (8) Indemnification: To the fullest extent permitted by law, the Association shall indemnify, defend, and hold the County and the Miami-Dade Police Department, its officers, agents and employees harmless from any loss, cost, damage or expense, including attorney's fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the exercise of its traffic law enforcement activities pursuant to this Agreement including but not limited to personal injury or property damage. To ensure its ability to fulfill its obligation under this paragraph, Lakes of Acadia Homeowners Association, Inc. shall maintain General Liability insurance in the minimum amount of one million dollars (\$1,000,000.00), and shall file with the County current certificates of the required insurance providing a 30-day advance written notice of cancellation. Such insurance shall (a) name the County as an additional insured as it relates to activities conducted pursuant to this Agreement and (b) be issued by companies authorized to do business under the laws of the State of Florida.
- (9) Road Maintenance: Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the private roads. The maintenance, repair and construction or reconstruction of all roads, drainage and signage within Lakes of Acadia shall at all times be solely and exclusively the responsibility of the Association.
- (10) <u>Term</u>: The term of this Agreement shall be one (1) year commencing on the date of execution by the last of the two parties signing hereto, and shall thereafter automatically continue for successive one year terms unless terminated by any party by providing thirty

(30) days written notice to the certified mail, return receipt requ	other party. All notices shall be in writing and ested, to the following:
AS TO THE COUNTY:	Miami-Dade County Commission 111 N.W. 1 <sup>st</sup> Street Miami, Florida 33131
AS TO THE POLICE:	Director Miami-Dade Police Department 9105 N.W. 25 <sup>th</sup> Street Miami, Florida 33172
COPY TO:	Police Legal Bureau Miami-Dade Police Department 9105 N.W. 25 <sup>th</sup> Street Miami, Florida 33172
	County Attorney 111 N.W. 1 <sup>st</sup> Street Miami, Florida 33131
AS TO ACADIA HOMEON	WNERS ASSOCIATION INC.:
	, Property Manager
COPY TO:	

sent by

(11) <u>Entire Agreement</u>: This Agreement constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner, with the approval of the County's governing body.

IN WITNESS THEREOF, the parties indicated below.	have executed this Agreement on the dates
MIAMI-DADE COUNTY	LAKES OF ACADIA HOMESOWNERS ASSOC. INC.
By: Carlos Alvarez, Miami-Dade County Mayor or his designee	Tide: PRESIDENT
Date:	Date: 4/15/07
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Approved as to Form and Legality:	Reviewed By:
Miami-Dade County Attorney's Office	Robert Parker, Director Miami-Dade Police Department

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TORY LIMITS ER A TORALIS S
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0/06 11/29/07 1 million each claim
/06 7/17/07 \$ 50,000

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